

AGREEMENT

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of September, 1984, by and between:

OVERLAKE, INC., Route 20, Girard, Pennsylvania, hereinafter referred to as "Overlake",

and

LORD CORPORATION, with corporate offices at 2000 West Grandview Boulevard, Erie, Erie County, Pennsylvania, hereinafter referred to as "Lord".

WITNESSETH:

WHEREAS, Overlake is the owner of certain real property, comprising 125 acres, adjoining Pieper Road in the Township of Girard, County of Erie and Commonwealth of Pennsylvania, said property being hereinafter referred to as the "Property"; and

WHEREAS, second party, at its own expense and solely for its own purposes, or as directed by the Pennsylvania Department of Environmental Resources and the Erie County Department of Health desires to construct, maintain, operate, repair or remove certain ground water monitoring wells upon the certain specifically identified property of the first party located within the Property as defined herein.

NOW, THEREFORE, the parties hereto agree as follows:

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1. Overlake agrees that Lord may enter upon its Property at the specific locations identified on Exhibit A hereto for the purpose of drilling, constructing, operating, repairing and removing three clusters of ground water monitoring wells (not to exceed nine (9) wells in total) to determine the existence and extent of potential contaminants in ground water beneath the surface of the Property on which the wells are situate. The work to be performed by Lord shall be substantially in accordance with the proposals set forth in the Aware Corporation letter of August 8, 1984, copy attached hereto. This restricted license to enter the Property of Overlake shall only be for the specific purpose set forth herein and for no other purpose. In addition, prior to any actual drilling or entry on the land, Overlake shall agree to the specific location of the wells to be constructed. Ingress and egress to such wells shall be restricted to routes approved by Overlake in advance of such use and shall be utilized by such vehicles as are specifically authorized by Overlake in advance of such use. Subject to all the provisions hereof, and specifically paragraphs 4, 5, 6, 8 and 10, Lord may also enter the Property, upon notification in advance to Overlake, in order to obtain air and soil samples.

2. This right to enter the Property of Overlake as described herein is limited to a period of ninety (90) days from the date hereof subject to renewal by Overlake, in its discretion, and at the request of Lord. However, for a period of one (1) year following completion of construction of any well Lord may gather samples from such wells. This time period may be extended for additional one (1) year periods by mutual agreement.

3. Lord agrees that none of the wells constructed pursuant hereto will be situate on the existing fairways or greens of Overlake Golf Course, nor will such wells be situate so as to obstruct or otherwise interfere with the use of Overlake Golf Course by Overlake or its customers.

4. Location of the wells described herein, and use by Lord of the Property identified herein, is also subject to any existing leases of the Property herein by Overlake and it shall be the responsibility of Lord to exercise this limited right of access and use in such manner as not to interfere with any such leases. Specific permission to enter onto leased Property will be obtained by Lord from such lessee.

5. The well construction described herein shall be at the sole cost and expense of Lord. Lord does hereby indemnify and hold harmless Overlake, its agents, employees, customers and licensees from any and all liability, damage, cost and expense, as a result of such construction whether or not caused by the negligence of Lord, its agents, employees or contractors, and regardless of source or cause. Lord shall reimburse Overlake for any costs and expenses incurred by it by reason of this construction or this Agreement, including reasonable attorney's fees incurred by Overlake.

6. Lord will promptly, within ten (10) days after completion of construction of any well constructed hereunder, or as soon thereafter as weather and soil conditions permit, return the entire site of construction surrounding such well to the same condition as existed prior to such construction,

including soding, seeding, grading, removal of surface material or any other condition which exists as a result of such construction. Lord will construct such wells in such a manner so as not to interfere with any existing trees, shrubbery or foilage.

7. Within ninety (90) days following execution of this Agreement, Lord at its sole cost and expense, will complete an engineer's survey of the well sites with legal description in form satisfactory to Overlake to enable the parties hereto to specifically identify the location of the wells as constructed. Thereafter, Lord will continue to maintain, repair and monitor such wells, being entirely and solely responsible for such wells during the entire period of the continued use or existence of such wells.

8. Within thirty (30) days following submission to DER of all reports concerning the operation and maintenance of such wells, or the obtaining of samples, Lord will at its sole cost and expense, furnish to Overlake all reports concerning the operation and monitoring of all such wells and the obtaining of samples.

9. At the request of Overlake, Lord will promptly cap any well constructed hereunder. Following completion of use of any such well, Lord will promptly cap any such well in a manner satisfactory to Overlake and will return the surface to the same condition as existed prior to the construction of any such well.

10. This limited use and right of access by Lord will be utilized in such a way so as not to interfere in any way, shape or manner with the normal peaceful enjoyment and use of all of the Property described herein by Overlake, its agents, employees, customers and licensees.

11. This Agreement contains the entire agreement between the parties hereto and may not be amended or modified except in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

WITNESS:

H. F. McLean

OVERLAKE, INC.

BY: Robert E. Cummings  
Title: President

LORD CORPORATION

BY: James C. Wheat  
Title: Vice President